

REQUEST FOR PROPOSAL

**FOR CONTRACT OPERATIONS AND MAINTENANCE, MANAGEMENT,
AND PROGRAM MANAGEMENT**

**OF THE WASTEWATER TREATMENT FACILITIES FOR THE
CITY OF BINGHAMTON & VILLAGE OF JOHNSON CITY,
NEW YORK**

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RFP INTRODUCTION

The City of Binghamton (the “City”) and the Village of Johnson City (the “Village”) (jointly, the “Owners”) are currently undertaking the \$270 million restoration and rehabilitation of the Binghamton–Johnson City Joint Sewage Treatment Plant (the “Plant”) and associated works hereinafter further defined (collectively, the “Facilities”). This work proceeds pursuant to the terms of a Consent Order negotiated by the Owners, their Joint Sewage Board,¹ and the New York State Department of Environmental Conservation (the “Consent Order”).

As a result of two significant events, the Plant has been providing only partial treatment since 2011.

- First, on May 16, 2011, the west wall of carbonaceous biological aerated filters (“C-BAFs”) Cells 1 through 4, collapsed while the filters were operating as a result of faulty construction and design. All C-BAFs were taken out of service following this event, but the nitrification biological aerated filters and denitrification biological aerated filters remained in operation. The Owners are currently in litigation with certain contractors, engineers, designers, and suppliers in connection with the prior design and construction of the Plant.
- Second, in September of 2011, significant flooding resulting from Tropical Storm Lee inundated the Plant, and process mechanical, electrical, instrumentation, and HVAC equipment throughout the facility was damaged. This resulted in a temporary total loss of treatment.

The Consent Order requires that construction be substantially complete by August 31, 2019, that the Facilities be meeting the SPDES Permit discharge limits by October 1, 2019, and that construction be fully complete by June 30, 2020. One of the key goals of the restoration and rehabilitation project is to produce a functioning, automated sixty (60) million gallons per day (“mgd”) combined sewer overflow (“CSO”) secondary wastewater treatment facility that can meet the discharge limits of its SPDES Permit.

Major components of the Consent Order work include, but are not limited to, the installation of a BIOSTYR system and the reconstruction or upgrade of headworks and primary clarification upstream of the BIOSTYR system and disinfection and solid handling down-stream of the BIOSTYR system.

The Owners are seeking to create a public-private partnership with a qualified contractor who would provide operations and maintenance, management and associated program management services for future capital projects for a term of either five years (with a five-year renewal option) or ten years (with a ten-year renewal option). Through this Request for Proposals (“RFP”), the Owners seek proposals for the provision of those services.

¹ Through an Intermunicipal Agreement, the Owners have established the Binghamton-Johnson City Joint Sewage Board (the “Board”) to oversee the operation of the Facilities. The Board has six members, three of whom are appointed by the City’s Mayor and three by the Village’s Mayor

Those proposals will be evaluated based on their technical components, staffing plans, proposer qualifications, strength of presentation made to the Selection Committee, and cost. The Selection Committee shall consist of the following seven members:

- Each Owner's Mayor or his designee;
- A member of the City Council;
- A member of the Village Board;
- A member of the City's staff;
- A member of the Village's staff; and
- A neutral person selected by the Mayors jointly.

The Selection Committee shall recommend, based on scoring criteria hereinafter described, the successful proposer (the "Successful Proposer") with whom a contract would be negotiated and, after receipt of necessary approvals, executed.

The community that the Facilities serve has many members:

The Owners

- The City, with a population in excess of 47,000, owns an undivided 54.8% of the Facilities and its pump stations. It is the county seat of Broome County, New York and lies in the state's Southern Tier region near the Pennsylvania border in a bowl-shaped valley at the confluence of the Susquehanna and Chenango Rivers.

The City has a diverse residential population, and it is home to a wide variety of businesses and industries, including the Binghamton University Downtown Campus, Binghamton General and Lourdes Hospitals. It also features an important and growing focus on the health care and educational sectors. The City is a second-class city under the provisions of New York State law and is served by a strong mayor and a seven-member council.

- The Village, with a population of 15,000, owns an undivided 45.2% of the Facilities. The Village is located in the heart of Broome County on the Susquehanna River.

The Village, known as "Home of the Square Deal," offers many attractions and conveniences, including Wilson Hospital, and a variety of higher education institutions, such as Binghamton University's new School of Pharmacy and Pharmaceutical Sciences and the Decker School of Nursing. The Village is served by a mayor and a five-member board in which the mayor is the fifth voting member.

The Outside Users

- The Facilities constitute an important regional sewer system and provide service to much of Broome County. Through a series of outside user agreements with neighboring municipal entities, the Owners have extended the Facilities services to the Town of Vestal, the Town of Kirkwood, the Village of Port Dickinson, the

Town of Binghamton, the Town of Union (including Westover Sewer District, the GE Plant, and NYSEG's Goudey Station), the Town of Dickinson, the Town of Conklin, and the Town of Fenton.

Industry, Business and Institutions

- The Plant's service area includes numerous specialty technology and defense manufacturing, food production facilities such as Frito-Lay, educational institutions such as Binghamton University and SUNY Broome, and health care research and patient care centers.

DESCRIPTION OF SERVICES TO BE PERFORMED

The Plant currently treats up to 50 mgd of CSO wastewater. Dry flow is approximately 18 mgd. As previously described, the current Facilities partially treats the wastewater using chemically enhanced primary treatment, nitrification, denitrification filtration and chlorination/dichlorination.

The Successful Proposer will be initially responsible for operating and maintaining the current Facilities and transitioning to the new Facilities when they are completed and accepted by the Owners. This will involve operation during step-by-step evolution of the Facilities from current to final, new condition.

The Facilities included in this RFP to be operated and maintained include:

1. The Plant;
2. The Terminal Pump Station ("TPS"), which collects and re-pumps all wastewater from the Village and the north bank of the river; and
3. The river outfall, which is currently under construction for rehabilitation.

The Project (as hereinafter defined) shall include all required services regarding the Facilities enumerated in this RFP as well as:

1. Periodic inspection and maintenance of the stream bank improvements along the river adjacent to the Plant currently being constructed; and
2. Full responsibility for performance of the industrial pretreatment program ("IPP"), as described in Appendix K.

Other than ongoing construction of the new Facilities, including improvements to the outfall and stream bank adjacent to Plant property, there is no approved future capital plan for the Facilities. New projects will be identified as necessary for continued optimal Plant performance. It will be the responsibility of the Successful Proposer to provide to the Owners an annual five-year capital plan after the first year of Facilities operation for

consideration in their budget development process. The Owners intend for the Successful Proposer to provide program management services for all future, approved capital projects. Program management services will include oversight and coordination of all parties providing engineering and construction services, scheduling, construction management, inspection and reporting to the Owners, regulators and other interested parties as applicable.

A. NOTICE TO PROPOSERS

The Owners are requesting proposals from qualified firms capable of providing full contract operations and maintenance, management and program management services as described above and as hereinafter defined under Section F, Scope of Work.

Interested firms are requested to submit proposals that comply with the information contained in this RFP. Nine (9) hard copies and one electronic copy of the proposal will be accepted no later than June 19, 2019, at 10:30 a.m. Hard copies as well as the electronic copy should be addressed to the Owner's Contact:

OWNERS' CONTACT

Michael Dervay, Purchasing Agent
Office of the Purchasing Agent
Binghamton City Hall
38 Hawley Street
Binghamton, New York 13901
(607) 772-7025
mdervay@cityofbinghamton.com

The City officially distributes documents from the Office of the Purchasing Agent, with some information available at the City of Binghamton website:
www.binghamton-ny.gov/departments/purchasing/bids-rfps.

Copies of RFP Documents (as hereinafter defined) obtained from any other source are not considered official copies. This RFP will also be advertised in the *Press & Sun-Bulletin* and the *Contract Reporter*.

Only those vendors who obtain RFP Documents from the Office of the Purchasing Agent will be sent addendum information, if such information is issued. If you have obtained this document from a source other than the City of Binghamton Purchasing Office, it is recommended that you obtain an official copy.

Proposals shall be clearly marked on the outside of the package, "Proposal for Contract Operations of the Binghamton-Johnson City Joint Sewerage Treatment Facilities"

Proposals must meet all requirements specified in this RFP pertaining to proposal format, information to be included, and proposal cost.

Various parts of the proposal may be subject to prevailing wage laws, with which the Successful Proposer must comply.

OWNERS

City of Binghamton
Binghamton City Hall
38 Hawley Street
Binghamton, New York 13901
(607) 772-7011

Village of Johnson City
Village Hall
243 Main Street
Johnson City, New York 13760
(607) 798-7861

B. INSTRUCTIONS TO PROPOSERS

1. Defined Terms

Terms used in this RFP are defined in Appendix A. Terms used in the proposals that are defined in this RFP shall have the meanings indicated in this RFP.

2. Qualification of Proposers

To demonstrate qualifications, each Proposer must submit a proposal containing information related to the Proposer's experience, qualifications, and capacity to perform as outlined in Section E, "Proposal Format and Content."

3. Examination of Request for Proposal Documents and Site

3.1. It is the responsibility of each Proposer before submitting a proposal:

- (a) To examine thoroughly the RFP Documents and other related data identified in the RFP Documents; and
- (b) To visit the site to become familiar with and satisfy the Proposer as to the general, local and site conditions that may affect cost, progress, performance, or fulfilling the Scope of Work (as hereinafter defined).

4. Pre-bid Conference

A pre-bid conference will be held at 9:30 AM on April 29, 2019 in the City Council Chambers at Binghamton City Hall, 38 Hawley Street, Binghamton, New York. Representatives of the Owners will be present to discuss current construction and the Facilities. The Proposers are required to attend and participate in the pre-bid conference. The Owners will transmit to all prospective Proposers of record such addenda as the Owners consider necessary in response to questions arising at the pre-bid conference no later than three (3) weeks thereafter. Oral statements may not be relied upon and will not be binding or legally effective.

5. Questions

Other than the questions posed at the pre-bid conference, which will be recorded, any questions or requests for clarification of the RFP Documents or technical specifications must be submitted in writing, by mail or e-mail, to the Owners' Contact by May 10, 2019. The Owners will not respond to questions submitted orally.

Copies of all questions and answers and any addenda to this RFP will be sent to each prospective Proposer of record no later than May 20, 2019.

Any conversation or attempted contact with the Owners, the Board or any employees of the Facilities other than those conducted through the Owners' Contact regarding this RFP will be grounds for disqualification from consideration in the sole discretion of the Owners. A Proposer may reach out to the Owners' Contact to facilitate discussions with the appropriate contact of the collective bargaining unit for the purpose of obtaining input to be used in the proposal.

6. Modification and Withdrawal of Bids

Proposals may be modified or withdrawn by an appropriate document duly executed in the same manner that a proposal must be executed and delivered to the place where proposals are submitted at any time prior to the deadline for the submittal of proposals.

7. Proposals to Remain Subject to Acceptance

All proposals will remain subject to acceptance for one hundred and twenty days (120) days after the deadline for the submittal of proposals, but the Owners may, in their sole discretion, release any proposal prior to that date.

8. Presentation

The Owners shall require each Proposer to present its proposal in person at a time and place chosen by the Owners. Presentations will be scored as described in Section I, Proposal Evaluation Criteria.

9. Review of Proposals and Contract Negotiation

9.1. The Owners reserve the right to reject any or all proposals for any or no reason. The Owners also reserve the right to waive all informalities not involving price, time, or changes in the Scope of Work. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the

correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 9.2. The Proposers must identify any joint venture partners or proposed subcontractors representing 10% or more of the annual value of the contract. The Owners may consider the qualifications and experience of the joint venture partners and proposed subcontractors, if any.
- 9.3. The Owners may conduct such investigations as the Owners deem necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the Proposers, joint venture partners, proposed subcontractors, and other persons and organizations to perform and furnish the work in accordance with the RFP Documents to the Owners' satisfaction within the prescribed time.
- 9.4. The Owners will undertake contract negotiations with the Successful Proposer whose selection by the Owners is based on being the Best Value (as hereinafter defined) for the Owners pursuant to the application of the proposal evaluation criteria set forth in Section I.

10. Signing of Agreement

If the contract is to be awarded, it shall be executed by the Successful Proposer upon the receipt of the Owners' respective approvals pursuant to the timeline identified hereafter in Section B.12, whereupon the delivery of the requisite bonds to the Owners shall simultaneously occur. The Owners may, in their sole discretion, extend the time to execute the contract or not award a contract to any of the Proposers.

11. Procurement

The Owners are exempt from New York State sales and use taxes on materials and equipment to be incorporated in maintenance and operations of the Project. Said taxes should not be included in the proposal price.

The Successful Proposer shall be responsible for complying with public bidding requirements and New York State Wicks Law when procuring supplies and services.

12. Timeline

Event	Date
Issuance of RFP	April 15, 2019
Pre-bid Conference	April 29, 2019

<u>Event</u>	<u>Date</u>
Deadline to tour the Plant	May 8, 2019
Deadline to submit questions	May 10, 2019
Owners to send addenda and answers to questions	May 20, 2019
Proposals due	June 19, 2019 at 10:30 AM
Review of Proposals, presentations and negotiations with Successful Proposer	June 20 to August 16, 2019
Submit Successful Proposer for the Owners' approval	August 16-September 18, 2019
Transition of services to Successful Proposer	October 1, 2019

C. INFORMATION AVAILABLE TO PROPOSERS

A list of additional information pertaining to the operation, maintenance and management of the Facilities includes the following, all of which are attached for review:

1. SPDES Operating Permit for the Joint Treatment Plant NY 002 4414, including all amendments. Attached hereto as Appendix B.
2. Consent orders, along with all their modifications. Attached hereto as Appendix C.
3. Binghamton-Johnson City, NY Joint Sewage Treatment Plant Project Restoration and Rehabilitation Engineering Report, December 2014 revised March 13, 2015, by GHD Engineers. Attached hereto as Appendix D.
4. Binghamton-Johnson City Joint Sewage Treatment Plant Solids Handling and Anaerobic Digester Condition Assessment and Alternatives Analysis, April 2016 by GHD Engineers. Attached hereto as Appendix E.
5. Preliminary Engineering Report, Terminal Pump Station Improvements, Binghamton-Johnson City Joint Sewer Board by GHD Engineers March 2018 revised October 2018. Attached hereto as Appendix F.
6. 2019 Binghamton-Johnson City Board Facilities Organization Chart. Attached hereto as Appendix G.
7. Binghamton-Johnson City Joint Sewage Treatment Facility CSEA Contract Tentative Agreement 2016-2019, dated December 21, 2015 and approved by the union in December 2015. Attached hereto as Appendix H.

8. Collective Bargaining Agreement by and between Binghamton-Johnson City Joint Sewage Board and the Civil Service Employees Association, Inc. Unit #6153, Broome County Local 804, January 1, 2013 – December 31, 2015. Included as part of Appendix H.
9. 2018 Adopted Joint Sewage Fund Budget. Included as part of Appendix I, attached hereto.
10. 2019 Joint Sewage Treatment Plant Budget Summary, as adopted. Included as part of Appendix I, attached hereto.
11. Year to Date Budget Report (MUNIS print-out). Included as part of Appendix I, attached hereto.
12. Attachment C (Scope of Services) to the May 19, 2015 Agreement between the City of Binghamton and Jacobs Project Management Company for Construction Management Services for the BAF Restoration and Rehabilitation of the Joint Sewage Treatment Plant. Attached hereto as Appendix J.
13. The Plant's IPP ordinance, including information pertaining to implementation of the program and implementation pertaining to discharges. Attached hereto as Appendix K.
14. Since the Plant construction is not complete, operations and maintenance manuals and preventive maintenance schedules for the Plant will not be immediately available but will be made available to the Successful Proposer at the earliest opportunity.
15. Certain confidential information regarding details of Plant design will be made available to the Proposers upon receipt by the Owners' Contact of an executed copy of the Non-Disclosure Agreement attached hereto as Appendix L.

D. PROPOSER'S REPRESENTATIONS

1. The Proposer proposes and agrees, if the Proposal is accepted, to enter into an agreement with the Owners agreeable to all parties to perform and furnish the Scope of Work as specified in the RFP Documents for the price and within the times indicated in its proposal and in accordance with the other terms and conditions of the RFP Documents.
2. The Proposer accepts all of the terms and conditions of the RFP and any addenda sent subsequent to the pre-bid conference.
3. The Proposer agrees that terms used in its proposal that are defined in this RFP will have the meanings indicated in this RFP.

4. In submitting its proposal, the Proposer represents and agrees that:
 - (a) The Proposer has examined and carefully studied the RFP Documents and addenda.
 - (b) The Proposer has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work described herein.
 - (c) The Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work described herein.
 - (d) The Proposer is aware of the general nature of work to be performed for which this proposal is submitted as indicated in the RFP Documents.
 - (e) Its proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from proposing; and the Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owners.

5. The following documents are to be attached to the proposal and their satisfactory completion is a condition of the proposal:

- (a) Letter from an insurance company providing evidence of the Proposer's ability to secure a performance bond for 100% of the value of the contract;
- (b) Non-Collusion Form, which form is attached hereto as Appendix M; and
- (c) Iran Energy Sector Divestment Form, which form is attached hereto as Appendix N.

E. PROPOSAL FORMAT AND CONTENT

The proposal shall include the following information, which shall be presented in the following order:

1. Executive Summary

Provide an executive summary of no more than two pages explaining the basis for the Proposer's response to this RFP.

2. Technical

The Proposer shall provide a detailed technical plan accounting for how it will fulfill all the obligations it would undertake as stated in Section F of this RFP entitled "Scope of Work" together with a plan whereby it will transition promptly to full assumption of operations, management, and maintenance responsibility for the Facilities.

3. Proposer's Qualifications

- 3.1. Provide a description of the Proposer's general company background.
- 3.2. Provide specific details of past experience relevant to the Project, such as number of years engaged in operations and maintenance, management and program management of capital projects for wastewater treatment facilities within the United States.
- 3.3. Provide a list of wastewater treatment facilities at which the Proposer has provided and/or is currently providing full-service operations, maintenance, and management services. For each facility, provide the location, type and size of the facility, the term of the contract, the number of the Proposer's employees working full-time at the facility, and the name, title, and phone number of the client contact person.
- 3.4. List and describe any wastewater treatment facilities that the Proposer has been responsible for transitioning from a plant being rehabilitated (with ongoing construction) to new, fully operational facilities.
- 3.5. In addition to any facilities listed in response to Subsections 3.3 and 3.4 above, provide a list of all contracts for wastewater treatment plant operation and maintenance you have been awarded during the last five (5) years, including contract extensions, whether successfully performed or not, and the owner's contact information.
- 3.6. Regarding performance history, describe any instances in the past ten (10) years in which the Proposer's contract was terminated by the owner.
- 3.7. Provide records of violations and fines paid at each facility previously and currently operated and maintained by the Proposer.
- 3.8. Demonstrate ability to conduct plant evaluations and to implement improvements in facilities, operations, and maintenance to improve performance, efficiency, and reliability.

- 3.9. Demonstrate experience in successfully assimilating employees into the Proposer's employment with reference to labor relations, contractual and legal issues, personnel benefits, employee orientation and training.
- 3.10. Provide a description and location of corporate resources available to support contract operations, including but not limited to safety and training officers and maintenance support.
- 3.11. Provide a list of wastewater treatment facilities that the Proposer has served as program manager for capital projects. For each facility, provide the location, describe the nature of the project(s), the cost of the projects managed, the term of the contract, the number of the Proposer's employees working full-time at the facility, and the name, title, and phone number of the owner's contact person.
- 3.12. Provide a description of experience in developing and implementing emergency contingency plans.
- 3.13. Provide evidence that the Proposer will be able to secure a performance bond for the annual amount of the contract, renewable annually for the term of the contract.
- 3.14. Submit audited financial statements for the past three (3) fiscal years. The financial statements shall include income statements, balance sheets, and statements of cash flow.
- 3.15. Any other evidence not herein requested which the Proposer believes speaks to its experience, qualifications and capacity to adequately undertake and complete the Scope of Work as contemplated by this RFP.

4. Staffing Plan

- 4.1. Provide a detailed staffing plan indicating the type and quantity of the various positions the Proposer feels is necessary to provide the services requested. Provide an organizational chart for the operations and management team.
- 4.2. Provide a list of the specific individuals assigned to the management team and to technical support that the Proposer will assign to the Project during the transition and operation period of the Facilities. Provide a resume for each key individual showing their background and experience.
- 4.3. Provide the licensing status of all wastewater treatment plant personnel proposed, the number of years each has been involved in the wastewater treatment industry, and the amount of experience that each individual has at the same or similar types of plants with equal or greater complexity.

- 4.4. Provide a list of specific individuals who would be assigned to the program management team to provide such services for all capital projects approved by the Owners during the term of the contract. Provide a resume for each key individual showing their background and experience.
- 4.5. In light of both civil service laws and the current collective bargaining agreements referenced in Sections C.7 and C.8, provide a detailed plan on how the Proposer will give existing Plant employees an opportunity to become a part of its workforce should the Proposer be the Successful Proposer.

5. OSHA Compliance

- 5.1. The Proposer shall provide a detailed description of the OSHA Compliance Program to be implemented, including but not limited to staff training, preventive maintenance, safety procedures, and names, titles and qualifications of in-house personnel that will administer OSHA Compliance program requirements, contingency planning.
- 5.2. The Proposer shall provide a list of facilities in which similar OSHA programs have been implemented by the Proposer, together with the name, address and phone number of client representative(s) for each facility.

6. Program Management

The Proposer shall provide its plan for providing program management services for all capital projects approved by the Owners during the term of the contract, including coordination, scheduling and construction management. Include a description of the project management software that the Proposer will use for scheduling. While the size and scope of program management services are yet to be determined, discuss how the Proposer would mobilize for annual capital project budgets of varying sizes and project scopes common to wastewater treatment facilities of a similar size to the Facilities.

7. Litigation

The Proposer shall provide the Owners with a list and description of all past and pending lawsuits and any administrative actions brought by a public regulatory body against the Proposer that relate to (1) the Proposer's performance of contract operations and (2) the Proposer's management of personnel.

8. Price

The Proposer shall include all costs to provide contract operations, maintenance and management of the Project for a five-year term with an option for five-year extension and for a ten-year term with an option for a ten-year extension. "All costs" include, but are not limited to, all personnel, chemicals, utilities, and maintenance.

The Proposer must also include all preventive and reasonably anticipated reactive maintenance including wear and tear and occasional equipment breakdowns in its cost proposal for the term of the contract. The cost proposal shall be indexed against the Northeast City Annual Average Consumer Price Index published by the U.S. Department of Labor – Bureau of Labor Statistics with a 2018 average index established as the contract base index for calendar year 2019 services.

In developing price proposals, the Proposer should note that it is the intent of the Owners to establish a repair and replacement sinking fund (the “R&R Fund”) to cover unanticipated major breakdowns or emergencies that cost between \$10,000 and \$50,000. The Owners will deposit \$50,000 at the start of the contract into the R&R Fund and then an annual amount required to maintain the R&R Fund at \$100,000. The Successful Proposer must immediately notify the Owners of any situation requiring expenditure from the R&R Fund and obtain approval for such expenditure.

Cost description shall consist of two main parts, both of which must be completed for consideration: (1) lump sum price for a five-year contract term with an option for a five-year extension and (2) lump sum price for a ten-year contract term with an option for a ten-year extension. In both cases, the Proposer shall break down proposed price to indicate portion of price attributable to operations, management and maintenance at the Plant, operations, management and maintenance of the TPS, and operations, management and maintenance in accordance with the IPP, as follows:

5-Year Term with Option for 5-Year Extension

Plant operations, management and maintenance cost:	\$ _____	(\$ _____)
TPS, outfall and stream bank improvement operations, management and maintenance cost:	\$ _____	(\$ _____)
IPP cost	\$ _____	(\$ _____)
TOTAL PRICE	\$ _____	(\$ _____)
Annual Payment	\$ _____	(\$ _____)

10-Year Term with Option for 10-Year Extension

Plant operations, management and maintenance cost:	\$ _____	(\$ _____)
TPS, outfall and stream bank improvement		

operations, management and maintenance cost:	\$ _____	(\$ _____)
IPP cost	\$ _____	(\$ _____)
TOTAL PRICE	\$ _____	(\$ _____)
Annual Payment	\$ _____	(\$ _____)

9. Attestation

The proposal shall be attested to using the Certified Corporate Resolution form attached hereto as Appendix O. If the proposal is presented by an entity that does not operate as a corporation, it shall provide an attestation in a form of its own choice that provides proof of authority for the submittal of the proposal.

F. SCOPE OF WORK

The Successful Proposer shall perform the following services as part of the operation and maintenance of the Project:

1. Operation and Maintenance of the Project

- 1.1. The Successful Proposer must provide adequate staffing with personnel qualified in technical, laboratory, and administrative/management duties to satisfy New York state and federal regulatory requirements and certifications regarding wastewater treatment operations and maintenance of the Facilities. Personnel must have sufficient experience to operate, maintain, and manage the Facilities in a responsible, professional manner.
- 1.2. The Facilities must be operated and maintained twenty-four (24) hours per day, seven (7) days per week, under full-service contract operations and maintenance. The Project must be staffed in accordance with New York State Department of Environmental Conservation ("NYSDEC") regulations.
- 1.3. The Successful Proposer shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, and all other relevant areas. A proper safety program must be implemented and strict compliance with all portions of that program is mandatory. A copy of the mandatory safety program must be submitted to the Owners within thirty (30) days of commencing services for the Facilities.
- 1.4. The Successful Proposer shall be responsible for maintaining all manufacturer's warranties on new equipment purchased by the Owners and

assisting the Owners in enforcing existing equipment warranties and guarantees.

- 1.5. The Successful Proposer shall implement a proven computerized maintenance management software system (the "CMMS") suitable for the size and complexity of the Project. The CMMS is to be the basis for managing and reporting monthly to the Owners the preventive and reactive maintenance activities as well as costs for the Project.
- 1.6. The Successful Proposer shall be responsible for providing for all utilities and consumables such as fuels, chemicals, power, supplies, and lubricants required for normal operation and maintenance.
- 1.7. The Successful Proposer shall prepare a complete inventory of spare parts, materials, and chemicals on-site at the time of assuming responsibility for operation and maintenance of the Facilities within thirty (30) days of contract execution.
- 1.8. The Successful Proposer shall provide and maintain well-documented records of operations, maintenance, laboratory, personnel, training, safety, process control, daily inspections, materials, alarms, and any other significant events. These records must meet all requirements of NYSDEC. Proper documentation of the above must be presented to the Owners for review upon request during normal business hours.
- 1.9. The Successful Proposer shall maintain all financial records related to contract operations for the Facilities in a manner that allows for review and/or audit by the Owners at any time.
- 1.10. The Successful Proposer shall operate and maintain the Facilities in a manner that utilizes energy-conserving practices wherever possible.
- 1.11. The Successful Proposer shall coordinate operations of the Facilities with any on-site construction activities. When new projects are identified and implemented, the Successful Proposer shall be expected to provide program management services for all ongoing and planned projects.
- 1.12. The Successful Proposer shall be responsible for maintaining buildings and grounds of the Plant and TPS to be as clean and aesthetically pleasant as possible on a year-round basis for the term of the contract.

2. IPP

The Successful Proposer shall take over the implementation and activities of the existing IPP in accordance with the ordinance and information provided in

Appendix K. The Successful Proposer shall have full responsibility for implementing the IPP.

3. Program Management Services

The Owners intend for the Successful Proposer to provide program management services for all future, approved capital projects. Program management services will include oversight and coordination of all parties providing engineering and construction services, scheduling, construction management, inspection and reporting to the Owners, regulators and other interested parties as applicable.

4. Compliance with Regulatory and SPDES Permit Requirements

- 4.1. The Successful Proposer shall perform all laboratory sampling, analysis, and reporting as necessary for compliance with all current state and federal regulations and any permitting or other regulatory requirements in effect during the term of the contract, regarding any aspect of the Scope of Work. Effluent from the Plant must meet criteria specified in SPDES Permit as found in Appendix B.
- 4.2. All SPDES Permit and other required regulatory reports shall be prepared by the Successful Proposer and submitted to the Owners for transmittal to appropriate agencies by the fifteenth day of the month. The Successful Proposer shall maintain a record keeping system for all such reports for review by the Owners' personnel at any time.
- 4.3. The Successful Proposer shall pay—at no extra charge to the Owners—any regulatory fines and penalties assessed against the Owners and/or the Successful Proposer for non-compliance resulting from the negligent action of the Successful Proposer during the term of the contract.

5. Sludge and Waste Disposal

- 5.1. The Successful Proposer will be responsible for solids handling and disposal of solids residuals from the Plant. Currently, the Plant stabilizes its primary settled sludge with lime followed by dewatering and delivery to the Broome County Landfill. The new Plant will digest secondary treated sludge by anaerobic digestion, followed by dewatering and delivery to the landfill. The new Plant will also clean and use biogas from the digester for electrical co-generation. The Successful Proposer shall continue to implement the current sludge disposal methods and transition to the new methods when the solids improvement project is completed. The Plant does not currently and there are no plans to receive septage, fats oils and grease.

5.2. The Successful Proposer must also arrange for disposal of domestic waste and any other type of waste generated at the Plant during the contract period.

G. INSURANCE & BOND REQUIREMENTS

1. Successful Proposer's Requirements

- 1.1. The Successful Proposer shall maintain statutory workmen's compensation and disability for all of the Successful Proposer's employees at the Project and as required by the State of New York.
- 1.2. The Successful Proposer shall maintain comprehensive general liability insurance in an amount not less than \$1,000,000 combined single limits for bodily injury and/or property damage. In addition, the Successful Proposer shall provide automobile liability coverage in the amount of \$1,000,000, fire damage and legal liability in the amount of \$1,000,000 and an umbrella coverage in the amount of \$5,000,000.
- 1.3. The Successful Proposer shall provide proof of insurance in compliance with this section prior to execution of the contract.
- 1.4. The Successful Proposer shall provide a performance bond in an amount equal to the Annual Payment (as hereinafter defined) under the contract. Such bond may not be canceled without thirty (30) days' notice to the Owners by the bonding company. The Successful Proposer shall be permitted to substitute another bonding company within the said notice period.

2. Owners' Requirements

The Owners shall maintain property damage insurance for all property including vehicles owned by the Owners and operated by the Successful Proposer under the contract. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the Owners. The Successful Proposer will provide at least thirty (30) days' notice of the cancellation or material change of any policy it is required to maintain under the contract. The Successful Proposer may self-insure reasonable deductible amounts under the policies they are required to maintain to the extent permitted by law and only if such action does not invalidate the property insurance of either party.

H. INDEMNITY

1. The Successful Proposer shall hold the Owners harmless, and indemnify and defend the Owners, including but not limited to reasonable attorneys' fees, from any liability or damages for property damage, bodily injury, including death, in a

third-party action arising from the Successful Proposer's negligence or operations under the contract, whether such negligence is caused by the Successful Proposer or subcontractor of the Successful Proposer.

2. The Successful Proposer shall be liable for those fines or civil penalties, imposed by a regulatory agency for violations of any applicable regulatory requirements governing the performance of the Scope of Work, including but not limited to the effluent quality requirements contained in Appendix B that are a result of the Successful Proposer's negligence or operations arising under the contract. The Successful Proposer shall hold the Owners harmless from any such fines or civil penalties that arise as a result of the Successful Proposer's negligence or operations under the contract.

I. PROPOSAL EVALUATION CRITERIA

1. The Selection Committee shall score each proposal using the factors and criteria listed below, and those scores shall be aggregated. The proposal with the highest score shall be selected for purposes of contract negotiation.
2. Scoring will occur based upon the assessment of the following five factors:

Technical (40% of Total Points Awarded)

- The detailed plan for how the Proposer would approach and deliver all items in the Scope of Work
- The approach to transitioning the Plant from its existing condition to successful operation of the new Plant while maintaining full operation and meeting all regulatory requirements
- The example of the proposed OSHA compliant safety program
- The proposed timeline for implementation of operations and maintenance in conformance with the full Scope of Work
- The CMMS program that the Proposer would use to manage and document all maintenance activities required under the contract
- The plan to develop a preventive maintenance program and operations and maintenance manual
- The proposed plan and approach for implementing the IPP
- The plan for providing and supporting program management services

Staffing Plan (20% of Total Points Awarded)

- Technical experience and credentials of the proposed team assigned to the Project as well as the capability of the team to provide all components of the Scope of Work
- Experience of proposed team in operating a wastewater treatment plant transitioning from an older existing plant to a more complex new facility

- The detailed plan on how the Proposer will fulfill its obligations to existing Facilities staff under both civil service law and the collective bargaining agreement referenced in Sections C.7 and C.8, and to fulfill the Owners' intention that all existing employees have an opportunity to assimilate into the Proposer's workforce
- Proposed training curriculum for existing Facilities staff
- Demonstrated capacity of the Proposer to deliver the Scope of Work

Qualifications (20% of Total Points Awarded)

- The depth and breadth of the Proposer's water/wastewater treatment contract operations as a core business and its relevance to the requirements of this RFP
- Documented employee advanced/specialized training given to employees of other contract operation projects
- Demonstrated financial capacity

Presentation (10% of Total Points Awarded)

- Thoroughness and clarity of presentation
- Presentation covers all the above listed criteria
- Proposed key Project personnel attending the presentation

Cost (10% of Total Points Awarded)

- The proposal with the lowest cost will receive full point value. Other proposals will receive the product of 10 points multiplied by the percentage of the proposal's cost that is higher than the lowest cost proposal.

APPENDIX A

DEFINITIONS

1. "Annual Payment" means a predetermined, fixed sum for the Successful Proposer's services. The Annual Fee includes cost and profit.
2. "Best Value" means the Proposal containing the highest value of points awarded to a Proposal.
3. "Board" means the Binghamton-Johnson City Joint Sewage Board.
4. "City" means the City of Binghamton, New York.
5. "CSO" means combined sewer overflow.
6. "Facilities" means the Plant, TPS, and river outfall.
7. "mgd" means million gallons per day.
8. "NYSDEC" means the New York State Department of Environmental Conservation.
9. "Owners" means the City and the Village jointly.
10. "Owners' Contact" means Michael Dervay, Purchasing Agent for the City.
11. "Plant" means the Binghamton-Johnson City Joint Sewage Treatment Plant.
12. "Project" means all required services regarding the Facilities enumerated in this RFP, periodic inspection and maintenance of the stream bank improvements along the river adjacent to the Plant currently being constructed, and full responsibility for performance of the IPP.
13. "Proposal Evaluation Criteria" means the criteria by which Proposals will be evaluated as further described in Section I.
14. "Proposer" means one who submits a proposal directly to the Owners as distinct from sub-propose, who submits a proposal to a Proposer.
15. "RFP Documents" means the RFP, including all appendices, all required reading under Section C, and all addenda.
16. "R&R Fund" means the repair and replacement sinking fund established by the Owners.

17. "Scope of Work" means the services described in Section F of this RFP, titled Scope of Work.
18. "Selection Committee" means the committee of individuals identified in the Introduction that will score the proposals.
19. "Successful Proposer" means the Proposer that receives notice from the Owners that the Proposer's proposal, in the Owners' determination, has the Best Value and is in the best interest of the Owners.
20. "TPS" means the terminal pump station.
21. "Village" means the Village of Johnson City, New York.